

MONUMENTATION AGREEMENT

WHEREAS, _____

_____ as Subdivider, desires approval of Tract No. _____ and recordation of the map prior to the completion of the monumentation work as provided by Section 66496 of the Subdivision Map Act;

NOW, THEREFORE, THIS AGREEMENT made and entered into this _____ day of _____ 20____, by and between _____ of the County of San Luis Obispo, State of California, hereinafter referred to as "Subdivider," and the COUNTY OF SAN LUIS OBISPO, a political subdivision and one of the counties of the State of California, hereinafter referred to as "County";

WITNESSETH:

Pursuant to the provisions of Section 66496 of the Subdivision Map Act and in consideration of the final approval of Tract No. _____, the parties hereto do promise and agree one with the other as follows:

1. The Subdivider promises and agrees to complete all monumentation work as shown on the map of said Tract to the satisfaction of the Department of Public Works of the County of San Luis Obispo within one (1) year from date of this agreement.
2. If said monumentation work is not completed within said time, the Subdivider agrees that the County may elect to complete the same.
3. If the County shall elect to complete said monumentation work, then and in that event, the Subdivider agrees that the County may at its option declare the bond or deposit, as hereinafter described, forfeited and utilize the proceeds to complete said monumentation work or complete said monumentation work and recover the full cost and expense thereof from the Subdivider and his surety.
4. The Subdivider further agrees to reimburse the County for the cost of inspection of all monumentation work by the Department of Public Works. For all inspection services rendered by County personnel, the Subdivider shall be charged and pay to the County the actual cost. In the event the County finds it necessary to employ outside individuals, or private firms, who are not regularly employed by the County, the Subdivider shall pay to the County the actual cost to the County of such services. The County shall invoice the Subdivider for such inspection costs, and any amounts unpaid thirty (30) days from the date of the County's invoice shall bear interest at the rate of 10% per annum beginning thirty (30) days from the date of said invoice.
5. The Subdivider shall contemporaneously with this agreement file with the Board of Supervisors of the County of San Luis Obispo a surety bond (in the form set forth on Exhibit A, which is attached hereto and made a part hereof), a cash

deposit, or a certificate of deposit (with assignment to the County) in the amount of \$_____, which sum deemed sufficient by the Department of Public Works and which bond or deposit aforesaid shall guarantee payment to the County for all costs of the monumentation of work, engineering, inspection and related incidental expenses done or incurred by the County as is provided for herein.

6. It is understood and agreed by and between the Parties hereto that this agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this agreement.
7. Applicant further agrees to defend, indemnify, and safe harmless the County and its officers, agents, and employees from any and all liability, claims, demands, suits, or causes of action from damages, or whatsoever kind and nature and to whomsoever occurring, arising out of this agreement and/or the performance of attempted performance thereof, in whole or in part, by the Applicant and/or his agents and/or employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Subdivider to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

IN WITNESS WHEREOF the Subdivider has hereunto set his hand and the County has caused these presents to be signed and its corporate seal hereto affixed by its duly sworn and authorized officers the day and year first hereinabove written.

COUNTY OF SAN LUIS OBISPO
NOEL KING, Director of Public Works

By: _____
Richard Marshall,
Development Services Engineer

SUBDIVIDER

APPROVED AS TO FORM AND LEGAL EFFECT:
COUNTY COUNSEL
JAMES B. LINDHOLM, JR.

By: _____
Deputy County Counsel
